

JPA File No.: 06-085 I  
AG Contract No.: KR06-1199TRN  
Project No.: 095 MO 200  
Project: Mapping of realignment of I-40  
to SR68  
Section: SR95 between I-40 and SR68,  
Mohave County  
**TRACS No.: H6801 01G**  
**Budget Source Item No.: 70307**

## JOINT PROJECT AGREEMENT

BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
ARIZONA GEOLOGICAL SURVEY

**THIS AGREEMENT** is entered into this date December 28<sup>th</sup>, 2006, between the ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") and the ARIZONA GEOLOGICAL SURVEY ("AZGS"). ADOT and AZGS are collectively referred to as "Parties".

### I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of ADOT.

2. AZGS is empowered by Arizona Revised Statutes § 27-152, § 27-152.01 and § 27-152.02 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the AZGS.

3. AZGS proposes to compile existing geologic mapping and conduct new mapping where needed to encompass the proposed realignment corridor of SR 95 between I-40 and SR 68 in Mohave Valley. This mapping will provide ADOT with information regarding the physical properties of surface and near subsurface deposits along the route, potential sources of aggregate, areas that may be prone to flooding (especially, potentially active alluvial fans), the potential for surface or buried cultural resources, bedrock geologic units, locations of active and abandoned mines, and other potential geological hazards. ADOT will transfer an amount not to exceed \$64,950.00 to AZGS for these additional efforts and future deliverables, herein referred to as the "Project," per the proposed budget in Exhibit A, attached hereto and made a part hereof.

4. Surficial (soil) deposits cover approximately 80 percent of the new mapping area of the proposed realignment, but a portion of the northern part of the realignment impinges on a set of low bedrock hills. Approximately 40 percent of the area within the alternative realignment paths has been mapped previously by AZGS geologists at a scale of 1:24,000, as seen on Exhibit B, attached hereto and made a part hereof. The remainder will be mapped in this project and be within the limits of Exhibit B.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

### **1. ADOT shall:**

a. Coordinate with AZGS on the progress of said Project, providing comments as necessary in response to 30%, 60% and 95% completion and interim progress reports from AZGS.

b. Upon 60% completion, approval by ADOT and receipt of an invoice, remit 50% of the proposed costs per Exhibit A, or \$32,475.00.

c. Coordinate with AZGS upon 100% Project completion and offer final acceptance upon review of any preliminary mapping and reports.

d. Expect work on said Project to be completed, including a completed draft report, by September 30, 2007. Approved final Project deliverables are due thereafter within sixty calendar (60) days, including: a 1:24,000-scale strip geologic map that encompasses the entire extent of the alternative SR 95 realignments as specified by ADOT (Exhibit B), and a report that includes detailed geologic unit descriptions and a discussion of potential geologic impacts on the new highway. Five hard copies and digital versions of the geologic mapping and the accompanying report will be provided to ADOT. The area of new mapping is slightly more than two 7 1/2' quadrangles. New and existing mapping will be integrated and a strip geologic map will be produced that covers the entire extent of alternative road alignments.

e. Upon receipt of approved deliverables and a final invoice, remit final 50% of proposed costs, or \$32,475.00 to the AZGS.

### **2. AZGS shall:**

a. Provide interim progress reports and coordinate with ADOT at 30%, 60% and 95% completion of said Project. Incorporate ADOT comments as appropriate.

b. Upon approval by ADOT, invoice ADOT for 50% of the proposed costs per Exhibit A at 60% completion of said Project, or \$32,475.00.

c. Complete work on said Project and provide a draft report by September 30, 2007. Approved final Project deliverables are due thereafter within sixty calendar (60) days, including: a 1:24,000-scale strip geologic map that encompasses the entire extent of the alternative SR 95 realignments as specified by ADOT (Exhibit B), and a report that includes detailed geologic unit descriptions and a discussion of potential geologic impacts on the new highway. Five hard copies and digital versions of the geologic mapping and the accompanying report will be provided to ADOT. The area of new mapping is slightly more than two 7 1/2' quadrangles. New and existing mapping will be integrated and a strip geologic map will be produced that covers the entire extent of alternative road alignments.

d. Upon turnover of approved deliverables to ADOT, invoice ADOT for the final 50% of the proposed costs, or \$32,475.00.

## **III. MISCELLANEOUS PROVISIONS**

1. Should AZGS fail to fulfill the obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, ADOT shall not be responsible for any payments under this Agreement, and shall be refunded all payments made to AZGS, unless the reason for AZGS' failure or withdrawal is due to ADOT's failure to comply with its obligations hereunder.

2. This Agreement shall remain in force and effect until completion of said Project and reimbursements made, and appropriate deliverables received by ADOT under this Agreement.

3. This Agreement shall become effective upon both Parties' signatures.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation (ADOT)	Arizona Geological Survey
Joint Project Administration	Attn: Lee Allison
205 S. 17 <sup>th</sup> Avenue, Mail Drop 616E	416 W. Congress, #100
Phoenix, Arizona 85007	Tucson, Arizona 85701
(602) 712-7525	(520) 770-3500
(602) 712-7424 Fax	(520) 770-3505 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments as a result of termination under this paragraph.

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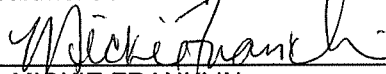
**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**ARIZONA GEOLOGICAL SURVEY**

By   
M. LEE ALLISON, Ph.D.  
Director and State Geologist

**STATE OF ARIZONA**

Department of Transportation

By   
MICKIE FRANKLIN  
Manager, Joint Project Administration